

MEMORANDUM OF AGREEMENT
COVERING THE
NON-APPROPRIATED FUND INSTRUMENTALITIES
OF
 EGLIN AFB, FL AND HURLBURT FIELD, FL

BETWEEN

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1897
AND
COMMANDER, EGLIN AIR FORCE BASE, FLORIDA

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PREAMBLE

The Parties to this agreement, the Commander, Eglin AFB FL, and American Federation of Government Employees (AFGE) Local 1897,

Indorse and support the concept of a “cooperative labor-management relationship” as being in the interest of bargaining unit employees, the Employer, and the Union

The parties acknowledge the “business nature” of the nonappropriated fund activities and fully realize that funds generating activates must be profitable to remain in business and to provide employment opportunities to current and prospective employees.

The Parties recognize that nonappropriated fund actives are, of necessity, “customer oriented,” and therefore, the Union will actively encourage nonappropriated fund bargaining unit member employees in customer service occupations to handle their customers profitably for the benefit of their employer and themselves.

ARTICLE 1

AUTHORITY FOR THE AGREEMENT AND PURPOSE

Section 1. This agreement is executed pursuant to the exclusive recognition granted the Union and the policy set forth in the Federal Service Labor-Management Relations Statute.

Section 2. It is the intent and purpose of the parties to this agreement to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Federal Service Labor-Management Relations Statute; to establish and understanding of the personnel policies, practices, and procedures affecting conditions of employment; and to provide a means for amicable discussion and adjustment of matters of interest in the bargaining unit which are within the discretion of the Employer.

ARTICLE 2

RECOGNITION AND UNIT DESCRIPTIONS

Section 1. This memorandum is executed pursuant to the exclusive recognition granted to Local 1897 of the American Federation of Government Employees, an Affiliate of the AFL-CIO, hereinafter referred to as the Union, and the Commander, Eglin Air Force Base, Florida, hereinafter referred to as the Employer.

Section 2. The units to which this Agreement shall apply are composed of:

- a. All eligible Nonappropriated Fund (NAF) employees at Eglin Air Force Base, including Duke Field, who are serviced by the Eglin Air Force Base Human Resources Office. Excluded are all NAF employees properly included in the Hurlburt Field NAF bargaining unit, professional employees, management officials, employees engaged in civilian personnel work other than in a purely clerical capacity, and the supervisor as defined for Federal labor-Management Relations purposes.
- b. All nonappropriated fund employees at Hurlburt Field who are serviced by the Hurlburt Field Human Resources Office. Excluded are all professional employees, management officials, employees engaged in civilian personnel work other than in a purely clerical capacity and supervisor as defined for Federal labor-management purposes.

ARTICLE 3

DEFINITIONS

1. The following definitions will apply in the administration of this Agreement:
 - A. Commander – The Commander of the Air Force Development Test Center, or successor organization, and his or her designee.
 - B. Adverse Action – A personnel action with may be either disciplinary or nondisciplinary in nature.
 - (1) Disciplinary adverse actions include:
 - (a) Suspension without pay for more than 10 calendar days.
 - (b) An involuntary termination or removal for cause, except for separation for failure to qualify during a probationary period.
 - (c) Involuntary demotion to another position with a lower representative rate of pay for disciplinary reasons.
 - (2) Nondisciplinary adverse actions include:
 - (a) Furlough
 - (b) Reduction in grade or basic rate of compensation, except in terminations of temporary promotions
 - (c) Separations for other valid reasons, such as conflict of interest, that cannot be resolved except by termination without prejudice
 - C. Discrimination – A prohibited act as defined in Section 2302(b)(1) of the Civil Service Reform Act of 1978 (P.L. 95-454)
 - D. The Statute – The Federal Service Labor-Management Relations Statute (5 USC Chapter 71)
 - E. The Act – The Civil Service Reform Act of 1978 (P.L. 95-454)

ARTICLE 4

OBLIGATION TO NEGOTIATE

Section 1. The Employer and the Union shall meet at reasonable times and confer and negotiate in good faith with respect to personnel policies and practices and matters affecting conditions of employment, so far as may be appropriate under applicable laws and regulations, including policies set forth in published agency policies and regulations for which a compelling need exists under criteria established by the Federal labor Relations Authority and which are issued at the Agency Headquarters level or at the level of a primary national subdivision; a national or other controlling agreement at a higher level in the agency; and the provision of Title VII of the Civil Service Reform Act of 1978.

Section 2. The Employer and the Union agree to meet and confer with respective to mid-contract changes in established personnel policies and practices and matter affecting conditions of employment before formulation and implementation of such changes, and when developing new written directives which contain matter which are appropriate for negotiations.

Section 3. The Employer and the Union agree that they will negotiate an agreement and any questions arising during the negotiations will be processed in accordance with impasse procedures.

Section 4. It is agreed that this Agreement does not alter the responsibility of either party to meet with the other party to advise and discuss matters not covered by this Agreement which are not appropriate for negotiation.

Section 5. It is understood and agreed that the Employer will advise the Union in writing of contemplated changes in existing policies, practices, or procedures specified in Section 1 of this Article, and matters appropriate for negotiation which are not specifically covered by this Agreement. It is agreed that an informal memorandum will be written and signed by both Parties if requested by either Party.

Section 6. The Employer agrees that the Union President or his/her designee will be the sole agent to negotiate mid-contract agreements.

ARTICLE 5

RIGHTS OF THE EMPLOYER

Section 1. The Employer retains the right, in accordance with applicable laws and regulations:

- a. To direct employees of the unit;
- b. To hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;
- c. To relieve employees from duties because of lack of work or for other legitimate reasons;
- d. To determine the methods, means, and personnel by which such operations are to be conducted; and
- f. To take whatever action may be necessary to carry out the mission of the agency in situations of emergency.

Section 2. In prescribing regulations relating to personnel policies and practices and working conditions, management shall have due regard for the obligations to meet at reasonable times and negotiate, where appropriate, in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations. However, this obligation to meet and negotiate does not include matters with respect to the mission of the activity; its budget; its organization; the number of employees' the number, types, and grades of positions or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

ARTICLE 6

OBLIGATIONS OF EMPLOYER

Section 1. The Employer agrees to establish and administer the personnel policies, practices, and working conditions necessary to accomplish mission requirements, and to ensure the welfare of the employees. All personnel policies and practices will be administered equitably and fairly.

Section 2. The Employer agrees that all new eligible employees of the bargaining units will be informed during their in-processing of the exclusive recognition accorded to the Union, and will be advised of the rights as granted by Title VII of the Civil Service Reform Act of 1978.

Section 3. The Official Personnel Folder (SF-66) for each NAF employee will be maintained in the custody of the Human Resource Office (Eglin/Hurlburt).

Section 4. The Employer agrees to continue furnishing AFGE Local 1897 with future supplements, changes, and/or revisions to Air Force Regulation 40-7.

Section 5. When emergency procedures are to be invoke, the Union office will be notified as soon as possible of the circumstances causing the emergency and its expected duration.

Section 6. The Employer will furnish annually upon request from the Union, the names, position title, grade and activity of all bargaining unit employees.

Section 7. The Employer agrees to furnish the Union no later than the 15th of each month a listing of the bargaining unit employees, by name and Nonappropriated Fund Instrumentality who were appointed or separated during the preceding month.

Section 8. The Employer and the Union agree to underwrite the cost of the printing of this Agreement. The Union agrees to pay \$100.00 toward the cost of printing. The Employer agrees to print the Agreement and provide the Union with a one-time sum total of 800 copies of this Agreement. The Union will be allowed 90 consecutive working days to make distribution within the bargaining unit(s) work areas. Details of this Agreement distribution will be mutually worked out and agreed upon with the Labor Relations Officer prior to its initiation.

ARTICLE 7

UNION RIGHTS

Section 1. Under the terms of this Agreement, the Union is the exclusive representative of all bargaining unit employees and has the right and responsibility to act of all eligible employees of the units without regard to employee organizational membership or dues paying status. In order to fulfill its function as the exclusive representative of the employees in the units, the Union has the right, unless otherwise stated, to be represented at formal discussion between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general conditions of employment of the employees in the bargaining units.

Section 2. It is the right of the Union to meet and confer with Employer officials on personnel policies and practices and matters affecting conditions of employment.

Section 3. Subject to necessary requirements concerning the security or confidentiality of information to the employer and/or employee, it is the right of the Union to be present during formal hearing regarding grievances or appeals of employees in the bargaining unit. Where the matter is on personal to the employee involved, the employee may request in writing that the Union be excluded from the proceedings. The Union will honor such requests. When the employee's representative is an official of the unit having an observer, the representative will be excused without charge to leave and the observer's absence charged to annual leave or leave without pay. When the representative is someone other than an official of the Union, the observer's time will be without charge to leave.

ARTICLE 8

UNION OBLIGATIONS

Section 1. The Union agrees to represent the interest of all employees in both Units without discrimination or regard to labor organization membership or dues paying status in accordance with applicable law and regulations.

Section 2. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matter affecting general conditions or employment of employees in the Unit.

Section 3. The Union has the right and obligation to present its views to the Employer on matters concern, either orally or in writing, and to meet and confer with respect to the formulation, development, and implementation of personnel policies and practices or other matters affecting conditions of employment of all members of the Units within the jurisdiction of the Employer.

Section 4. The Union agrees to make a reasonable effort to assure that members of the Units follow the provision of this Agreement when they are participating in any matter to which this Agreement is applicable.

Section 5. The Union agrees to efficiently use authorized paid duty time in representation of employees under this Agreement. The Union will strive to uphold high standards of workmanship and safety practices, and minimize tardiness and absenteeism for other than bona fide reasons.

Section 6. It is the obligation of the Union to restrict the solicitation of membership dues and the conduct of internal Union business to non-duty hours of the employees concerned.

Section 7. The Union is obligated to notify the Employer through the labor Relations Officer within 10 calendar days of the name, union office and date of assumption of such office of each elected or appointed Union officer or steward. The Union is also obligated to furnish the Employer within 10 calendar days a copy of any approved changes relating to the Union's Constitution and By-laws, or to the statement of its objectives.

Section 8. The Union agrees that its President or his/her designee will be the sole contact with the employer on matters of general interest or on policy changes affecting the conditions

of employment of all unit employees. The Union agrees that its Shop Stewards are to be the first point of contact by the Employer on any matter affecting the employees which a Steward represents. It is understood that the Steward has no authority to negotiate agreements or to make commitments, but that the Employer's contact with the appropriate Steward satisfied the Employer's obligation to notify the Union of changes on matters for which the Employer has an obligation to meet and confer. The obligation to request appropriate negotiations will rest with the Union. Any request for further discussion and/or negotiations must be received by the Employer within a reasonable period of time, normally two weeks, following the Steward's notification.

ARTICLE 9

RIGHTS OF EMPLOYEES

Section 1. Employees have the right, freely and without fear of penalty or reprisal, to join and assist employee organizations. The freedom of such employees, as expressed in Title VII of the Act, shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. In the Exercise of this right, employees and their representative will be free from all interference, coercion, restraint, and discrimination. Membership in the Union or any employee organization will not be encouraged or discouraged by the Employer. Each employee shall be protected in the exercise of this right.

Section 2. Employees have the right to bring matters of personal concern to the attention of the appropriate management officials or representatives in accordance with applicable laws, regulations, or policies and to choose their own representatives from the Union, or otherwise, in a grievance or appellate action, contingent upon the consent of the Union when presenting a grievance under the negotiated grievance procedure.

Section 3. Union employees shall have the right to have Union representation if request at any step of the grievance procedure outlined in this Agreement.

Section 4. Employees have the right to consult on official time, if otherwise in a duty status, with Stewards and Union Officers about questions concerning personnel policies and practices or other matters affecting conditions of employment. Contacts with Stewards and Officers will be cleared through both the employee's and Steward's supervisors.

Section 5. An employee who is being examined by a representative of the Employer in connection with the investigation has the right to have a representative of the Union present if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee.
- b. The employee requests representation. This right of the employee applies only where the employee is being questioned or examined in connection with an investigation; it does not apply to everyday, work-related communications between supervisors and employees, nor to discussions concerning job performance.

ARTICLE 10

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the Officers and Stewards of AFGE Local 1897. Union Officers and Stewards will be accorded the same respect, dignity, and courtesy from all levels of management in the same manners the U.S. Air Force demands for its own representatives. The Union shall furnish the Employer a current list of Officers and Stewards no later than 10 calendar days after the change occurs. The Officer and Steward list shall contain the full name, duty location, duty phone number, and the Union office title (Steward, Chief Steward, etc.).

Section 2. The Chief Steward will be the primary point of contact for the Employer on matter affecting working conditions. The Employer agrees to permit Stewards who have been designated by an employee to be his or her representative to have a reasonable amount of time during working hours to assist that employee in preparing his or her unresolved grievance or appeal. Officers and/or Stewards summoned for meetings with management will be granted the required duty time as well as the normal and accepted travel time from their work sites to the meeting site. Each Officer and Steward leaving this or other work site during the duty hours in connection with representation matters of meetings shall first obtain permission form his or her immediate supervisor or individual in charge. No Officer or Steward of the Union will enter a work site other than their own labor-management matters without first obtaining permission of the supervisor of the work site. Two stewards, one at Eglin AFB and one at Hurlburt Field, will be provided up to two hours of official time each week, if in a duty status and mission work allows, for representational functions.

Section 3. The Union agrees to guard against the use of excessive duty time by representative performing these duties. The Union also agrees that all activities concerning the internal management of its organization, membership meetings, soliciting of membership, collection of dues by representatives, campaigning for office, conduct of elections for officers, and distribution of literature for organizing purposes will be conducted outside of regular working hours.

Section 4. The Union agrees that wherever or whenever possible, the Union Officers and stewards will attempt to resolve problems with the immediate supervisor concerned before the problem is presented at the higher level.

Section 5. Official non-employee representatives of the Union other than those of local 1897 will be allowed to visit the activity at reasonable times on appropriate Union business. Representatives will check in with the Labor Relations Officer and Civilian Personnel Officer in the Civilian Personnel Office prior to visiting any organization on base.

Section 6. Union representatives will not restrained, coerced, intimidated, or discriminated against because of authorized Union activities.

Section 7. When a Union representative desires time to conduct Union business, he or she shall request annual leave or leave without pay. Approval will not normally be withheld except for workload reasons.

Section 8. Subject to security regulations and stipulated Base policy, authorized national representatives will be permitted to visit the Union to carry out their responsibilities under the terms of this Agreement provided prior arrangements have been made with the Labor Relations Officer of his or her designee.

ARTICLE 11

HOURS OF WORK

Section 1.

- A. The Administrative workweek will consist of 7 consecutive days, beginning at 0001 hours on Sunday and ending the following Saturday at 2400 hours.
- B. The basic workweek will normally consist of 5 consecutive 8-hour workdays, but may consist of 6 workdays, provided total weekly scheduled hours of work do not exceed 40 hours, exclusive of paid meal times.
- C. The occurrence of holidays will not affect the designation of the basic workweek.
- D. No applicant or bargaining unit employee will be required or allowed to work without prior compensation.
- E. When the operations of a NAFI require work to be performed over a 7-day workweek, work will be accomplished by categories of NAF employment determined to provide the most effective and efficient operations.
- F. The categories of NAF employment are currently defined as follows:
 - (1) Regular employees are those hired for continuing positions and who have a regularly scheduled workweek of 20 hours or more.
 - (2) Flexible employees are hired to work 0-to-40 hours each week.
 - (a) If a flexible employee is worked for 20 hours or more for 90 consecutive calendar days, a review is made at the end of the 90 days to determine the reason for working these extra hours. The manager makes sure that the review is accomplished and furnishes a copy of the review and his or her proposed action to the Human Resource Office and to the Union.
 - (b) If the flexible employee is working extra hours because of a temporary need (such as working in the place of a temporarily absent employee) or is performing unscheduled type work (such as working a special function, banquet, party or dining-in), the employee may continue working outside of his or her employment category.

(c) A review must be made by the manager each succeeding 30 days following the initial 90-day review, and reasons for continuance as a flexible employee must be recorded and sent to the Human Resource Office and the Union for filing in the employee's official personnel folder (OPF).

Section 2. Where the nature of the work and the environmental conditions dictate, a 15-minute paid rest period may be granted to an employee during each 4-hour period of work. Whether scheduled or not. Breaks will normally be scheduled by the supervisor to occur as near to the middle of each 4-hour period of work as operationally possible. Supervisors are encouraged to consider the nature of the work, the environmental conditions, and/or other pertinent circumstances when establishing work schedules and in granting rest periods. No rest period will be authorized in conjunction with a meal period.

Section 3. Non-compensated meal period will be indicated on the work schedule and will be scheduled for not less than 30 minutes, nor more than 1 hour. During non-compensated meals periods, employees will be entirely free of duty. When the notice of an employee's duties requires that he or she remain at the duty station, and/or it is not feasible to grant a non-compensated meal period, the employee will be authorized a maximum of 20 minutes during the designated period for which he or she may have a meal. The employee will be paid regular pay on a compensated meal period. No employees will be required to work more than 6 consecutive hours in any workday without a meal period.

Section 4. Work schedules will be posted on the official bulletin board of each work area.

ARTICLE 12

OVERTIME

Section 1. The Employer reserves the right to assign overtime. The Employer agrees that the assignment of overtime within an occupation will be based on mission and workload requirements and will not discriminate against any individual.

Section 2. Overtime requirements will be fulfilled by volunteers from among those employees who normally accomplish the work during regular duty hours. In the event there are no volunteers, those employees who are determined to be the most capable to perform the overtime work will be selected by the supervisor and required to work. Overtime assignments will be distributed as equitably as possible among those employees who volunteer (who regularly perform the work) and/or failing volunteers, those who are determined by the supervisor to be the most capable from among those who regularly perform the work. An employee who is offered the opportunity to work overtime and declines such work will initial the work schedule indicating such time was offered him or her. Supervisors must keep accurate records concerning the hours worked by their employees. Copies of the schedules, pay records and/or time cards will be provided to the Union upon request. NAF employees will be given priority consideration for overtime work requirements which are normally performed by NAF employees within their facilities. Employees will be notified by posted schedule changes, and otherwise brought to the employee's attention, as soon as possible in advance of known or planned overtime work requirements within their facility.

Section 3. When employees are required to work overtime at the end of a regular shift in excess of 4 hours, the employee will be provided at least a 20-minute paid meal period.

Section 4. An employee will be paid a minimum of one hour overtime for all call-back overtime work.

ARTICLE 13

HOLIDAYS

Section 1. It is agreed that work on holidays or observed holidays shall be held to a minimum, subject to mission requirements. When work is required on holidays, it will be performed by volunteers when they are available.

Section 2. Insofar as practicable, selection for holiday work shall be made by the Employer from among employees who volunteer for such work and who are determined to be qualified to perform the work. In the case of no volunteers, the accomplishment of the Employee's mission will take precedence over other considerations in the selection of employees to do the work. When insufficient numbers volunteer, selections for work on holidays will be rotated among employees within each skill.

Section 3. Employees shall be advised of scheduled work requirements at the earliest possible time before the holiday.

Section 4. Essential holiday work rosters shall be maintained for a period of 6 months and shall be made available to the employee or the Union upon request.

Section 5. Supervisors shall, to the maximum extent possible, schedule hours of work to permit those employees who have expressed a desire to participate in the observance of religious holiday functions. When such hours of duty cannot be scheduled, annual leave or leave without pay may be granted when requested for up to 2 hours for each participant.

ARTICLE 14

ANNUAL LEAVE

Section 1. The taking of annual leave is a right of the employee when he or she has given his or her supervisor reasonable advanced notice, provided the workload and manpower requirements permit. Requests for tentative annual leave for vacation purposes shall be submitted by the individual employee no later than January 31 of each calendar year. In the event there are more requests for grants of annual leave for a particular time when can be honored, those employees will decide among themselves which alternate date they will request. If no agreement is reached between the affected employees, then the service computation date (SCD) for leave purposes will be the deciding factor for first choice of dates. Those employees given their choice due to SCD for a requested period of time will not have the first choice for the following period of time. Once an employee has made his or her selection, he or she shall not be permitted to change his or her selection of doing so would disturb the choice of another. Every reasonable attempt consistent with workload requirements will be made to adhere to the established schedule.

Section 2. In those instances where an employee has his or her previously scheduled leave disapprove, he or shell will be submit an official leave request to his or her supervisor of an official disapproval. When the Employer finds it necessary to cancel leave with was previously approved on an official leave request form, the reasons for such action will be provided to the affected employee(s) in writing.

Section 3. The Parties agree that annual leave should be approved in advance, but it is recognized that unforeseen emergencies will arise which require the use of leave which has not been previously approved. In this case, approval of leave cannot be presumed by the employee. Except where cases beyond the control of the employee do not permit, the employee will normally contact this supervisor or his or her designated representative, either personally or by telephone, by the end of the second hour of the regular work shift and request leave. Those employees whose supervisor has determined their position requires an immediate-replacement employee ill normally notify their supervisor within 15 minutes of the start of the work period to assure adequate time to accomplish the work. Approval of leave by the supervisor will be based on the justification submitted for each request.

Section 4. If shutdowns, reduction of operation, or other reasons requiring a change of plans made by employee occurs, the employee shall have the right to have his or her leave rescheduled prior to the end of the leave year.

Section 5. An employee will be granted annual leave, if accrued, or leave without pay in a case of a death in the immediate family.

Section 6. In those instances where an employee transfers from one supervisor to another, the employee will notify the new supervisor of his or her previously schedule and/or approved annual leave. The new supervisor will attempt to honor the previously schedule and/or approved annual leave. If the leave request(s) cannot be approved, the supervisor will provide his or her reasons for disapproval in writing to the employee as provided for in this Article.

Section 7. The Employer agrees to notify the Union before implementing any forced leave. A flexible employee within a job skill or occupation will be released before a regular employee. A regular employee may volunteer to be released before a Flexible employee; however, leave without pay or annual leave will be charged. The Employer will make copies of these records concerning forced annual leave available to the employees and the Union upon request.

Section 8. When sickness occurs during a period of annual leave, the period of illness shall be charged to sick leave if requested and the charge to annual leave reduced accordingly, provided the application for sick leave is supported by medical certificate, or employee's certificate submitted on a timely basis and approved by the supervisor.

ARTICLE 15

SICK LEAVE

Section 1. Employees will accrue sick leave in accordance with applicable regulations and there will be no limitation on the amount of sick leave that employees may accrue or carry forward from one leave year to the next. Additionally, employees who are to be separated for disability will be retained in a sick leave status until all sick leave has been exhausted.

Section 2. Sick leave, if accrued, will be granted to employees when they are incapacitated for the performance of their duties because of illness, injury, pregnancy, or confinement for medical reasons, or to receive medical, dental, or optical examination or treatment, or when his or her presence on the job would jeopardized the health of others at the post of duty because of exposure to a contagious disease normally subject to the isolation or quarantine by appropriate health authority. Any absence because of exposure to a contagious disease must be supported by a medical certificate, regardless of the length of the absence.

Section 3. Employees not reporting to work because of incapacitation for duty will notify their supervisor no later than the end of the second hour of the regular work shift, except where circumstances beyond the control of the employee do not permit. Those employees whose supervisor has determined their position requires an immediate-replacement employee will normally notify their supervisor within 15 minutes of the start of the work period to assure adequate time for the supervisor to contact a replacement employee in time to accomplish the work.

Section 4. In lieu of a medical certificate for periods of absence exceeding 3 days when not attended by a physician, the employee's signed statement explaining the basis of his or her incapacity will be accepted when it is determined by the supervisor that it is unreasonable to require a medical certificate because the illness does not require the services of a physician. Any employee returning to duty from a period of illness who is restricted by his or her physician to limited duty will be required to present a certificate from his or her physician indicating his or her physical limitation(s), and the nature and duration of the limitation(s).

ARTICLE 16

LEAVE WITHOUT PAY

Section 1. Leave without pay may be granted to employees when requested in accordance with applicable regulation. The extension of any leave without pay requires a new application and approval prior to expiration of the original period of authorized leave without pay. Employees who are on leave without pay for workers' compensation are not governed by the requirements of this Section.

Section 2. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and benefits to which they may be entitled at the time in accordance with applicable regulations.

ARTICLE 17

ADMINISTRATIVE LEAVE

Section 1. Administrative leave for regular employees will be treated as time worked for all purposes except that the employee will be excused from his or her duties.

Section 2. Administrative leave may be approved for, but is not limited to, the following:

- a. Occasional unavoidable period of absence or tardiness due to circumstances beyond the employee's control of less than 1 hours.
- b. A reasonable number of Union officials or representatives to receive a Union-sponsored informational briefings, training, or orientation relating to matters within the scope of 5 USC Chapter 71 and beneficial to the Employer, normally not to exceed 8 hours for the initial term of the Agreement. Additional time in excess of 8 hours may be granted by the Employer upon presentation of an acceptable need by the Union. Such leave requests will be coordinated between the Union President and the Labor Relations Officer.

Section 3. Administrative leave may be granted to regular employees, as governed by applicable regulations, when the Commander makes the decision employees will not be required to work because of flood, severe storm, civil disturbance, and the like. Employees who are on previously approved annual leave, sick leave, or leave without pay for the entire or part of the day the administrative leave was granted, will be charged that type of leave previously approved.

Section 4. Employees may be excused without charge to leave or loss of pay for the maximum of 4 hours to serve as unpaid blood donors to blood banks or to individuals in emergencies. Under unusual circumstance, an employee may be authorized up to an additional 4 hours' time if required by competent medical authority of recuperation. The Union agrees to give its support to blood donor programs.

ARTICLE 18

LEAVE FOR CIVIC RESPONSIBILITY

Section 1. The Employer agrees that employees may be excused to vote or register in national, state, and local elections or referendums for period of time that may be necessary to ensure them an opportunity to vote on Election Day in accordance with appropriate regulations. The employer and Union agree that as a general rule, where the polls are not open for a national, state, local election, or referendum at least 3 hours, either before or after an employee's regular hours of work, the employee will be granted an amount of excused leave which will permit him or her to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount to time off. Under unusual circumstances, an employee will be excused up to a full day.

Section 2. Employees will be authorized court leave for absences from official duties, if otherwise in a duty status, for official jury duty or attending court in the capacity of a witness on behalf of the United States government, the District of Columbia government, or a nonappropriated fund instrumentality of the armed forces. Regular employees on court leave receive either regular NAFI pay or retain the court fees received, whichever is greater. If the court fees are the lesser amount, such fees, exclusive of transportation, will be turned over to the employing NAFI.

Section 3. When an employee is called to court service, either as a witness or a juror, he or she is required to present the court order, subpoena, or summons, if one was issued, to his or her supervisor as far in advance as possible. Upon return to duty, written evidence of his or her attendance at court is required, showing the dates (and hours if possible) of the service. Usually such statements may be obtained from the court clerk. If the court clerk does not furnish such statements the employee must submit a certified statement containing the required information.

ARTICLE 19

EMPLOYMENT PROCEDURES

Section 1. The Employer agrees to post continuously a current master listing of all positions for which applications will be accepted in the NAF Human Resource Office (HRO) and in all work areas with official bulletin boards where bargaining unit employees work. Current employees who wish to be considered for any listed position must submit an application to the HRO, separate application must be submitted for each position in which the employee is interested. Applications will be used or 6 months after they are submitted after which they will be placed in an inactive file. Inactive applications may be certified by the Employer up to 1 year after initial submission. Employees will have a 15-workday grace period after the expiration date on the application to resubmit a new application. The Agency will provide the Union with all changes and update.

Section 2. Selecting officials will be furnished the applicant supply file for vacancies for which they are actively recruiting. Supervisors will select the best qualified candidate for their vacancy, notify the successful indicate and forward appropriate paperwork to the HRO. Supervisors will be responsible for ensuring all appropriate hiring preferences are complied with in accordance with applicable regulations. Should an employee request from the electing official the reason(s) for their non-selection, the electing official will provide the reason(s) in writing. Bargaining union non-selectees will be notified in writing, within a reasonable time, normally 30 calendar days, of their non-selection for promotion and the name of the selectee.

Section 3. Employees are responsible for ensuring that their experience and qualifications are accurately reflected in their personnel records. Employees will be responsible for being aware of and applying for positions in which they are interested. Applications will be available at all work sites with official bulletin boards and HRO.

Section 4. Evaluation materials used to select candidates for promotion will be made available to the Union representative when an employee has filed a grievance/appeal in connection to the selection procedure.

Section 5. The parties agree that all placement actions will be free of discrimination based on sex, age, religion, political affiliation or other non-merit factors.

Section 6. Selections made by supervisors may not be grieved on the sole basis of non-selection by an unsuccessful employee. Grievances may only be based on alleged violation of applicable regulation or MOA by management when making the selection.

Section 7. Vacant positions without sufficient applicants will be posted on official bulletin boards in locations where employees work. Those announcements will be posted for not less than 10 working days to ensure that interested employees have an opportunity to apply. The announcement will contain a brief description of duties and the qualification requirements and the cutoff date for receipt of applications.

Section 8. All nonappropriated fund bargaining unit members have the right to apply to Career Program Positions that may be vacant, and for which they may qualify. Career Positions will also appear on the master listing of positions available. Information on applying for Career Program Positions will be provided to interested applicants upon request from HRO.

Section 9. The Employer may detail NAF employees in accordance with governing regulations. Employees to be detailed for more than 30 calendar days will be notified in writing of the reasons for the detail, and a copy of the completed AF 2545 with position description will accompany this notice. Notice of such detail will be delivered to the affected employee(s) 2 weeks in advance of the effective date of the detail. The supervisor will ensure that the AF Form 971 of the employee affected will be annotated to include information on the duties performed on the detail regardless of the length of the detail. Details to duties/positions that have not been classified will not exceed 30 days.

Section 10. Employees detailed to a higher grade, or one with a known promotion potential which would exceed 60 calendar days will be temporarily promoted NTE 1 calendar year, to include all benefits of that position.

ARTICLE 20

USE OF EMPLOYEE'S PERSONALLY-OWNED VEHICLE

Section 1. An employee who is required to report to a central location prior to reporting to his or her duty assignment at another location shall be considered to be on official time from the initial reporting. Any use of the employee's personally-owned vehicle which is required or directed by the employee's supervisor shall be reimbursed for in accordance with the applicable provisions of the Joint Travel Regulation (JTR) by the employing NAFI. When an employee chooses to use his or her personally-owned vehicle for his or her own convenience, no reimbursement will be made.

ARTICLE 21
EQUAL OPPORTUNITY

Section 1. The Parties agree to follow the concept and principals of the Federal Equal Employment Opportunity Program in the employment, development, advancement, and treatment of all NAFI employees.

ARTICLE 22

PERFORMANCE EVALUATION

Section 1. The Employer and the Union agree that the major purpose of performance evaluation is to assure effective work performance of individual employees and thereby enhance the accomplishments of the mission. To achieve this purpose, performance requirements are established as an integral part of regular work planning. Work assignments and performance requirements should be clearly understood by those concerned.

Section 2. The Employer is responsible for identifying work performance standards, making such standards known to employees in writing, applying the standards fairly, and on the anniversary date of employment, or other established date, evaluating performance equitably in relation to work assigned. Supervisors will accomplish performance ratings in ink prior to discussing the performance rating with the employee. Dissatisfaction with the supervisor's appraisal will be processed through the negotiated grievance procedure.

Section 3. Each regular category employee will be given an annual performance rating by his or her immediate supervisor who will discuss the evaluation with the employee and annotate the rating on the employee's AF Form 971. In the event that the employee objects to the performance rating, he or she may attempt resolution with the immediate supervisor. If the matter cannot be resolved, the supervisor will inform the employee that he or she may file a grievance, within 15 workdays from the date he or she received their appraisal, under the negotiated grievance procedures with the second level supervisor.

ARTICLE 23

UNIFORMS, SPECIAL CLOTHING, AND ALLOWANCES

Section 1. The Employer agrees to furnish uniforms and/or special clothing which is not normally worn as street wear, or that requires embroidery, or the sewing on of patches for cooks, food service workers, waitresses, waiters, janitors, housekeepers, front desk workers, and other employees who are required by the Employer to wear such uniforms and/or special clothing, and provide at no cost to the employee alterations that may be necessary for a correct, professional appearance. Employees will be required to maintain their own uniforms.

The number of uniforms received for each category of employee will be mutually agreed upon by the applicable employees and the Employer.

Section 2. Name tags which are damaged through normal wear and tear will be replaced at no cost to the employee.

ARTICLE 24

PAY

Section 1. All matters of pay will be administered according to prevailing laws, rules, regulations, and applicable directives.

Section 2. The Parties acknowledge that there are two pay banding programs that apply to all nonappropriated fund (NAF) employees, except employees covered under the Crafts and Trades prevailing rates system.

A. Pay banding for NAF Employees Excluding Child Development center Employees:

- (1) There will be three pay bands for grades in a range AS/PS-1 to UA-B,
- (2) The pay rate for each Pay Band will be established by the DoD Wage Fixing Authority.
- {3) Employees will receive the same hourly salary on conversion to pay banding that they were receiving immediately prior to conversion
- (4) There are no within grade increases under Pay Banding.
- (5) Pay can be set at any rate within the applicable Pay Band for new hires.
- (6) All flexible and UA employees will be converted to the pay band system. Regular AS and PS employees will have the option of remaining in the current pay system or going to the pay banding system at any time. Those remaining in the current pay system will receive normal step increase to Step 5 in accordance with the. Current established waiting periods, at which time they will automatically be converted to the pay banding system. Upon conversion, these employees' salary will be adjusted in alignment with the current uncapped rate for the local area as assessed by the Federal Wage Fixing Authority,
- (7) Once in the pay banding system, subsequent pay increases will be based solely on supervisory evaluation. All employees hired after Agency head approval of this Agreement will automatically be placed in the pay banding system.
- (8) Either party may reopen negotiations on the pay

banding system not earlier than one year after date of implementation.

B. Pay Banding for NAF Child Development center Employees:

(1) Pay Banding will be in accordance with the Pilot Pay Program for Child Care mandated by the Military Child Care Act of 1989. (This Pilot Pay Program will be utilized through 14 April 1992 at which time it will be reevaluated.)

(2) If and when the Pilot Pay Program is terminated, each employee will have an hourly rate of pay established using the most recent child development position hourly rate of pay.

Section 3. Crafts and Trades Prevailing Rate system:

A. Hourly wage rates for NAF Craft and Trades employees are established annually by the Don Wage Fixing Authority.

B. Step Increases: Employees will normally be advanced to the next higher rate of their grade at the beginning of the first applicable pay period following completion of the required waiting period, provided their performance is satisfactory and they have not received an equivalent increase in pay during the waiting period.

C. The required waiting periods for step advancements for employees with prearranged scheduled tours of duty are as follows:

Step One (1) - 26 weeks

Step Two (2) – 78 weeks

Step Three (3) – 104 weeks

Step Four (4) – 104 weeks

D. Step increases for employees without a prearranged scheduled tour of duty will be computed according to instructions contained in applicable laws, rules, and regulations.

ARTICLE 25

INCENTIVE AWARDS

Section 1. The Union and the Employer encourage employees to perform at their highest level. The Employer should recognize those employees whose performance is above that which is expected. Incentive Awards will be used as an incentive to stimulate sustained high quality. Job performance of employees in all grades as reward where a Special award is warranted. These awards will be awarded in accordance with applicable regulations.

Section 2. On-the-spot cash awards may be given NAF employees based upon supervisory recommendation for specific notable events that benefit the Air Force. The award of cash is approved and documented by the NAF activity manager and forwarded to the NAFFMO for payment to the employee.

ARTICLE 26

REDUCTION-IN-FORCE

Section 1. Reduction-in-force (RIF) is defined as the release of an employee from his/her competitive area by reassignment involving displacement, change to lower grade, or separation when caused by dissolution of a Non-Appropriated Fund Instrumentality (NAFI), Base deactivation, transfer of function, reorganization, reclassification of a position due to a change in duties, change of employment category, or the need to place an employee with reemployment or restoration rights.

Section 2. The Employer agrees that in the event of a reduction-in-force, existing vacancies within the activity involved will be utilized to the extent consistent with reduction-in-force regulations to place employees into positions for which they qualify.

Section 3. It is agreed that as soon as possible prior to effecting reduction-in-force action affecting an employee or a group of employees within the activity, the Employer will advise the Union that the action is being taken and the necessity for such action. The Employer agrees to inform the Union of the affected competitive areas and the number of employees affected as soon as possible after the information is available. The Employer and the Union shall work toward minimizing the adverse impact of such actions.

Section 4. Regular employees, including those serving a probationary period, who are involuntarily separated because of reduction-in-force shall receive severance pay in accordance with applicable regulations.

Section 5. A retained rate of pay on reduction in grade or reassignment will be made in accordance with appropriate regulations.

Section 6. An employee separated by reduction-in-force (RIF) will have the right to priority consideration for reemployment for a period not to exceed six months for positions within the activity, and not to exceed three months in other activities within the respective bargaining-unit from which he/she was separated.

Section 7. An employee who is adversely affected by reduction-in-force will have a right to review a copy of the applicable regulation and shall be permitted to review the retention registers which have a bearing upon his/her case.

ARTICLE 27

POSITION GUIDES AND JOB CLASSIFICATION

Section 1. Each employee in the Unit shall be furnished a copy of his or her position guide by the Employer upon employment and when any change is made to the description of duties assigned.

Section 2. Employees, upon request, will be furnished information regarding their position classification appeal rights, and/or the basis for the classification of their position under applicable regulations and/or classification standards.

Section 3. Position guides will be maintained up to date and current, reflecting accurately the principal duties and responsibilities of the assigned position.

Section 4. The "additional duties" or "other related duties" portion of an employee's position guide will, except for incidental non-recurring duties, refer to duties which are related to the principal duties contained in the official position guide,

Section 5. Position classification procedures will conform to the requirements of AFR 40-7, applicable position classification directives, and the Memorandum of Agreement.

ARTICLE 28

EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree to encourage employees to participate in self-development activities and management-sponsored activities in order to better qualify themselves in their work or profession, or contribute to their general overall growth and enlightenment as individuals.

Section 2. The Employer agrees to provide employees with information on known self-development sources upon request of the individual employee.

Section 3. Employees will be encouraged by the Union to inform their supervisor of current self-development activities and, on completing a course, provide necessary documentation to the Human Resource Office and their supervisor for record purposes.

Section 4. The Employer agrees to provide employees with training and development opportunities which will enable the employees to do their work more effectively. Such training will be based on the needs of the Employer and the employee subject to the availability of funds,

ARTICLE 29

SAFETY AND HEALTH

Section 1. The Employer will continue its endeavors to provide and maintain safe working conditions and health protection for the employees. The Union agrees to encourage all employees to work in a safe manner.

Section 2. In the course of performing their usual duties, employees will be encouraged by the Union to be alert for unsafe practices which represent health hazards. When apparently unsafe conditions are observed by the employees, they shall report them to their supervisor.

Section 3. Employees will report all accidents causing personal injury, no matter how minor, to their supervisor immediately. The Employer will permanently post information concerning the proper procedure for reporting on-the-job injuries. The Employer shall supply immediately all applicable forms and offer proper instruction, to include time frames, on their completion to the employee or family member as appropriate.

Section 4. No employee will be required to perform work without the protective equipment and safety devices authorized for the performance of assigned duties. Supervisors will take appropriate action to ensure that safety devices and equipment provided are properly utilized.

Section 5. A Union representative may accompany an Occupational Safety and Health Administration (OSHA) representative on scheduled inspection tours of activities in which bargaining unit members are employed. The Union representative will be on official time if otherwise in a duty status.

Section 6. Should an employee claim that a job to which he or she has been assigned is not safe or will endanger his or her health, the appropriate supervisor shall inspect the job to ensure that it is safe before requiring the employee to carry out the work assigned. In the event reasonable doubt remains regarding the safety of the job, a final decision shall be obtained from the Ground Safety Officer.

Section 7. Physical examinations required in relation to an individual's employment will be on official time, if otherwise in a duty status, during the normal hours of operation of the USAF Regional Hospital -Eglin Clinic, or its branches.

ARTICLE 30

FACILITIES AND PUBLICITY

Section 1. The Employer agrees to provide a space not to exceed 30 inches by 40 inches to house a Union-furnished bulletin board within each NAFI for the purpose of posting Union notices and similar information material. The Union is responsible for ensuring that material posted does not violate law, this Agreement, the security of the United States, regulatory directives, or contain libelous material. The Union will be responsible for labeling the space by posting lettering indicating AFGE Local 1897. "

Section 2. The Employer agrees to continue providing the existing adequate or equivalent areas for employees to use during noncompensated lunch periods, and to provide sanitary washroom facilities at the primary work facility.

Section 3. The Employer agrees to provide the Union a minimum of 400 square feet of office space on Eglin Air Force Base, without charge for utilities or space.

- a. On advance request from the Union, the Employer will provide a facility, normally the same one if available, for membership meetings,
- b. The Union will be responsible for maintaining the facility to reasonable health and safety standards.
- c. The Union agrees that the office space provided by the Employer will only be used for official Union business.

ARTICLE 31

DISCIPLINARY ACTIONS

Section 1. It is the obligation of the Employer to administer discipline on a timely, fair, consistent, and equitable basis. Disciplinary actions taken will be constructive in nature, and the minimum necessary to rectify the situation and maintain discipline and morale.

Section 2. An employee has the right to be represented at any examination by a representative of the Employer in connection with an investigation which the employee reasonably believes may result in disciplinary action against himself or herself, and the employee requests representation. This right does not apply to everyday work-related communications between the employee and his or her supervisor, nor to the discussions incident to the supervisor conveying a performance rating to an employee.

Section 3. When a disciplinary action is to be taken, the Employer agrees to discuss the alleged offense with the employee and his/her designated representative, if any, and has the responsibility to ascertain and take into consideration all pertinent facts prior to effecting the action. In all cases of written reprimands or suspensions of 30 days or less, the employee will be furnished two copies of the action document, one copy of which the employee may furnish to the Union if he/she so desires. Any such disciplinary action will be for good cause in accordance with applicable regulation and will contain a statement which advises the employee of his/her rights to review and/or appeal as provided for by the provisions of this Agreement and/or applicable laws and regulations.

ARTICLE 32

BUSINESS-BASED ACTIONS

Section 1. The Parties agree that most nonappropriated fund activities are business-based activities; that is, they must be profitable to continue operations.

Section 2. The Union will encourage employees covered by this Agreement to be effective, productive, and cost conscious workers who support good customer relations.

Section 3. The Employer agrees to notify the Union as soon as practicable of contracting-out actions which will displace employees in either of the bargaining units. The Union, at the time of notification, will be given an opportunity to present its views and recommendations, and to request negotiation regarding the impact on affected bargaining unit employees.

ARTICLE 33

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Purpose. The purpose of this Article is to provide the exclusive procedures (except as noted in Section 2(8) below) by which the Employer, the Union, and members of the bargaining units may seek a resolution to their grievances which properly fall within the scope of the procedures as defined in Section 2(A) below and the consideration of adverse action grievances by unit employees.

Section 2. Scope.

- (A) A grievance is defined to include any complaint:
 - (1) By a unit employee concerning any matter relating to his or her employment, except as limited in Section 2(8) below.
 - (2) By the Union concerning any matter relating to the employment of any unit employee, except as limited in Section 2(8) below.
 - (3) By any unit employee, the Union, or the Employer concerning:
 - (a) The effect or interpretation or a claim of breach of this Agreement or subsequent midterm bargaining agreements.
 - (b) Any claimed violations, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment as defined in Title VII of PL 95-454, except as limited in Section 2(8) below.
- (B) A grievance is not defined to include complaints relative to the following matters:
 - (1) Any claimed violation relating to prohibited political activities.
 - (2) Retirement, life insurance, or health insurance.
 - (3) A suspension or removal in the interest of national security under the authority of Section 7532 of Title 5 USC.
 - (4) Any examination, certification, or appointment relating to initial employment.

- (5) Any matter relative to the classification of a unit employee's position which does not result in the reduction in grade or pay of the employee.
- (6) Nonselection for promotion or reassignment from a group of properly certified candidates.
- (7) An action terminating a temporary promotion and returning the employee to the position from which he or she was promoted or to an equivalent position.
- (8) Nonadoption of a suggestion or disapproval of any type of performance award or honorary award or rating.
- (9) A notice of proposed action.
- (10) Termination or separation of a probationary or flexible employee.

Section 3. A grievant who alleges to have been affected by a prohibited personnel practice involving an act of discrimination as defined in Section 2302(b)(1) of the Act, which also falls within the scope of this procedure, may raise the matter under a statutory procedure or this negotiated procedure, but not both. The grievant shall be deemed to have exercised his or her option at such time as he or she timely initiated an action under the applicable statutory procedure or timely files a grievance in writing in accordance with the terms of this Agreement, whichever occurs first. Selection of the negotiated procedure will in no manner prejudice the right of an aggrieved employee to request the Equal Employment Opportunity Commission to review the final decision in any matter involving a complaint of discrimination of the type defined above.

Section 4. An employee (or group of employees acting as individuals) may take his or her grievance to the Employer and have it adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and the Union has been given an opportunity to be present during the grievance procedure when the employee is representing himself or herself. Employees presenting their own grievances under this Article must meet all requirements, such as observance of time limits for filing, which apply to this Article.

Section 5. When an employee requests the Union to represent him or her, the Union agrees to review the complaint(s) and/or grievance(s) with the employee and assist him or her, if needed. If the Union does not feel the employee's grievance has merit, it will so advise the employee but will not refuse to represent him or her.

Section 6. An employee or group of employees filing a grievance under the provisions of this Article is assured of freedom from restraint, interference, coercion, discrimination, or reprisal.

Section 7. An employee or group of employees filing a grievance under this procedure, and who desires to have a representative to assist them, shall be represented by the Union or by a representative approved in writing by the Union.

Section 8. The Parties strongly endorse the concept that grievances should be resolved informally between the employee and his or her supervisor, if possible, and if not, at the earliest possible step of the grievance procedure.

Section 9. Questions that cannot be resolved by the Employer and Union as to whether or not a particular grievance is subject to the grievance procedure shall be referred to an arbitrator for a decision. Disputes of grievability shall be referred to arbitration as a threshold issue in the grievance by utilizing the procedures contained in Step 4 of this procedure.

Section 10. The initiator of a grievance may terminate it by written notification to the other party. Failure of the initiating party to comply with specific time limits or to proceed with the grievance authorizes the other party to cancel the grievance. Failure to render a decision within stated time limits authorizes the initiator to advance the grievance to the next step. All time limits herein may be extended by mutual agreement.

Section 11. An identical grievance by two or more employees will be considered as a single grievance. A decision on such grievance applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, any time before a formal decision is rendered; however, he or she may not then initiate the same grievance at a later date.

Section 12. An employee will be granted a reasonable amount of time without loss of pay or charge to leave, if otherwise in a duty status, to prepare and present a grievance under this Article. The employee's representative will be granted a reasonable amount of official time to assist the employee in the preparation/presentation of his or her grievance if otherwise in a duty status.

Section 13. Employees who are requested as witnesses on the behalf of a grievant at any step will be on official time while serving in that capacity if otherwise in a duty status. Grievances will be processed during regular working hours to the maximum extent possible.

Section 14. Union Grievances: Union grievances are submitted in writing by the Local President to the Commander, Attention: Labor Relations Officer. The Commander or his or her designee will meet with the Local President within 10 working days after the receipt of the grievance to discuss it, The Local President will be given a written decision by the Commander or his designee within 10 working days after the conclusion of the meeting(s).

Section 15. Employer Grievance: Employer grievances are submitted in writing by the Commander or his designee to the Union President or his or her designee. The Union President and the Commander will meet within 10 working days after the receipt of the grievance to discuss it, The Union President shall give his or her written decision within 10 working days after the meeting.

Section 16. A grievance must be presented within 15 workdays after the incident occurs or after the grieving party becomes aware of it. If an employee representing himself or herself presents a grievance directly to the Employer for adjustment consistent with the terms of the Agreement, the Union will be given the opportunity to have an observer present without charge to leave if otherwise in a duty status. Each step of this procedure shall be completed before proceeding to the next step.

Step 1. An employee who desires to file a grievance shall first present the matter to his or her immediate supervisor, orally or in writing, and with a representative if desired.

(If the grievance concerns the immediate supervisor, the employee will schedule the initial meeting with the second level of supervision.) The grievant may be accompanied by a Union representative at any stage of the grievance procedure. The supervisor will conduct a thorough review of all true and pertinent facts surrounding the issue(s) raised by the grievant and will remain objective. The supervisor will render a written decision within 5 workdays following the initial meeting.

Step 2. If the employee is dissatisfied with the

Step 1 decision, he or she may present the grievance in writing, through the Labor Relations Officer, to the second level supervisor within 5 workdays after receipt of the Step 1 decision. Technical decisions by the Labor Relations Officer will normally be rendered within 5 workdays after receipt. The written grievance shall contain a clear description of the complaint, efforts made to resolve the complaint at the first step, a clear and complete explanation of why the step 1 decision is unacceptable, the name, address, and telephone number of the designated representative and any witnesses the employee desires to be called on his or her behalf, and the desired remedy. No new grievance or issues unrelated to the Step 1 grievance, except allegation of discrimination, will be introduced at the Step 2 level. The second-level supervisor will meet with the employee and his or her representative (if any) and other parties directly involved within 5 workdays after his or her receipt of the grievance. The second-level supervisor will give his or her written answer to the employee and the representative within 5 workdays after the meeting(s) is(are) concluded on the issue. If for reasonable cause, the Union/Employee is unable to meet the 5-workday time frame, a grace period of 4 workdays will be allowed for submission of the grievance.

Step 3. (A) If the grievance is not resolved at the second step, the matter may be forwarded within 5 workdays, through the Labor Relations Officer, to the Commander for further consideration. Technical decisions by the Labor Relations Officer will normally be rendered within 5 workdays after receipt. The grievance at the third step must contain a copy of the first and second step grievances and decisions, and a clear statement of why the second step decision was unacceptable, the issue(s) still left to be resolved, and the remedy sought. No new issue(s) that are unrelated to the grievance, except for an allegation of discrimination, may be introduced for the first time by the grievant at the third step. The Commander will have an initial meeting with the employee and his or her designated representative, if any, and/or other parties directly involved within 10 workdays after receipt of the grievance. The Commander will give his or her written decision to the employee and the representative, if any, within 20 workdays after the meeting(s) is(are) concluded on the issue.

(B) An employee who desires to grieve a final decision on an adverse action may submit his or her grievance at this step to the Commander, Attention: Labor Relations Officer, for the Commander's consideration. The grievance may be filed at any time after receipt of the notice of decision on an adverse action, but in no event later than 20 workdays

after the effective date of the decision. The grievance will be in writing and state any and all reasons why the employee feels the decision is unjust.

(C) The employee and his or her representative may make an oral presentation in addition to the written grievance upon request. The Commander will issue a decision within 20 workdays after the employee has concluded his or her presentation(s). The Commander's decision will be final except in those cases where the Union timely files a request for arbitration under Step 4 below.

Step 4. Arbitration:

(A) Only the Employer or the Union may elect to proceed to arbitration. If the Employer and the Union fail to settle any grievance processed under this procedure, the matter may be referred to arbitration. At the time either Party elects to proceed to arbitration, it will serve on the other Party within 30 calendar days of the date of the Step 3 decision a notice that it has filed a timely request to the Federal Mediation and Conciliation Service for a listing of seven qualified arbitrators and will state the issue(s) to be arbitrated and the requested remedy.

(B) The Parties shall meet within 5 workdays after the receipt of the list. If they cannot agree upon one of the listed arbitrators, the Parties will strike one name from the list alternately until one name remains. The flip of a coin will determine who strikes first. The remaining person shall be the duly selected arbitrator.

(C) The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator or upon inaction or undue delay on the part of either party.

(D) All arbitration costs shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status if otherwise in a duty status. The arbitration proceeding will be conducted by oral presentation on the behalf of both Parties with briefs as desired by the Parties individually. The arbitrator will render a decision on any matter presented as a threshold issue prior to proceeding with the hearing.

(E) A verbatim transcript of the complete

proceedings may be made by either party. If either party requests a copy of the transcript, it will pay one-half of the cost of court reporter appearance fees and cost of producing the transcript, including the cost of any transcript provided to or ordered by the arbitrator.

(F) The arbitrator shall have no authority to alter, modify, amend, change, or revise this or any supplemental agreement. The arbitrator will be requested to render his or her decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit. The decision of the arbitrator will be binding upon both Parties. Any exception to the arbitrator's award must be filed in accordance with the rules and regulations established by the Federal Labor Relations Authority and the provisions of Title VII of the Act.

ARTICLE 34

DUES WITHHOLDING

Section 1. Any eligible employee in either of the two units to which this Agreement applies, who is a member in good standing of the Union, may authorize an allotment of pay for the payment of his or her dues for such membership provided:

- a. The employee has voluntarily completed a request for such allotment of his or her pay.
- b. The employee regularly receives pay sufficient to cover the full amount of the allotment after all other legal and required deductions have been made.

Section 2. The Union agrees to acquire and distribute to its members the authorized allotment form (currently Standard Form 1187), to certify the allotment for the amount of its dues, and to inform and educate its members on the provisions and requirements for payment of dues and the uses and availability of the required form(s). An allotment may be submitted by an eligible employee, through the Union, to the Labor Relations Officer, 646 MSSQ/MSCE, Eglin AFB, Florida 32542-6825, at any time. After approval, the Labor Relations Officer will forward the allotment request to the Nonappropriated Fund Financial Management Branch Officer (NAFFMB) which services the employee. Those allotment requests (SF-1187) received by the NAFFMB no later than 3 full workdays prior to the end of the pay period will be effective at the beginning of the next full pay period.

Section 3. An allotment shall be terminated when:

- a. This Agreement ceases to be applicable to the individual employee.
- b. The employee is suspended or expelled from membership in the Union.
- c. This Agreement is suspended or terminated by appropriate authority.
- d. Upon loss of exclusive recognition by the Union.

Section 4. The effective date of the termination of a dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Union agrees to notify

the appropriate NAFFMB within 5 workdays when a member who has authorized dues withholding is suspended or expelled from the organization.

Section 5. The effective date of the termination of a dues withholding allotment which is at the request of the employee will be the beginning of the first pay period after 1 September each year for members who had dues withholding authorized prior to the first pay period which began after 1 September 1978. For all employees who submitted an SF-1187 for dues withholding after the first pay period which began on or after 1 September 1978, termination of dues withholding can only be effected on the first pay period which occurs on or after the anniversary date of the allotment. An allotment cancellation must be in the servicing NAFFMB office no later than 5 full workdays prior to the beginning of the pay period.

Section 6. The Employer agrees to maintain a supply of the authorized form for use in revoking an allotment (currently Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues} which will be available to employees upon request.

Section 7. The Union agrees to forward to the appropriate NAFFMB officer within 5 days after receipt from an employee any written revocation of allotment which is received by the Union. The Employer agrees to forward a copy of any written revocation received from the employee to the Union within 5 days of receipt in the appropriate NAFFMB office.

Section 8. The Union agrees that the amount to be withheld shall be the amount of the regular monthly dues, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. Allotment deductions will be made by the appropriate NAFFMB each pay period in the amount shown on the SF-1187. If the amount of regular dues is changed by the Union, each NAFFMB office and the Labor Relations Officer will be furnished written notification, signed by the President of AFGE Local 1897, that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first complete pay period after receipt of the change notice, unless a later date is specified by the Union. Only one change in the amount of Union dues will be made in any 12-month period.

Section 9. Each NAFFMB, acting for Employer, shall furnish to the Treasurer of the Union, at the end of each payroll cycle, the remittance for dues. The remittance will be accomplished by a statement giving the following information:

- a. Identification of office and installation.
- b. Identification of Local.
- c. Names of members for whom deductions were made, and the amount of each deduction.
- d. Names of members for whom deductions previously authorized were not made, with coding to show reason for non-deduction.
- e. Total amount withheld on the payroll.

ARTICLE 35

DURATION

Section 1. The provisions of this Agreement shall become effective on the date of approval by Headquarters Air Force Materiel Command, whose review and approval will be in accordance with the provisions of Section 7114 of the Act. This Agreement shall remain in effect for a period of time not to exceed three years from the date it is signed by the Employer and the Union. During the 30-day period immediately prior to the expiration of the first 18 months of the Agreement, either Party may give written notice to the other of its desire to reopen and amend or modify the existing Agreement. The Party submitting the request will submit in writing the proposals it wishes to negotiate. If no proposals are submitted/received during this 30-day period, the Agreement will not be reopened. Any resultant provisions mutually agreed upon and approved by the appropriate level of USAF authority shall remain in effect for the remainder of the life of the original Agreement.

Section 2. Either Party may give written notice to the other not more than 105 nor less than 60 days prior to the three-year expiration date for the purpose of renegotiating or terminating this Agreement. If neither Party serves notice to terminate or renegotiate this Agreement, the Agreement shall be automatically renewed for additional periods of three years each, subject to the then existing Executive Orders, laws, rules, regulations, and other provisions of this Article. Section 3. It is understood that this Agreement will terminate at such time it is determined that the Union is no longer entitled to exclusive recognition under Public Law 95-454, or other laws or rules which may be enacted to govern Union-Management relations within the federal service. Section 4. The waiver or breach of any condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

AUTHENTICATION

The Employer and Union agree to the provisions of this Agreement.

Signed this 16th day of February 1993 at Eglin AFB FL.

FOR THE EMPLOYER:

Staff Director

FOR THE UNION:

President, AFGE Local 1897

APPROVED: No exceptions to regulations are intended or included.

Chief, Labor Relations
Civilian Personnel
Directorate of Personnel

Date